

Compliance

Experience	Rus Kolinko AssocRICS (RERA registration 38005) is the Valuer supervising and responsible for the instruction, acting as an independent external Valuer (as defined in the RICS Valuation Global Standards ('Red Book Global') incorporating IVSC International Valuation Standards). He may be assisted by other team members within Archers MENA Valuation Services.
Status of the Valuer	External
Conflict of interest	No previous involvement
Deliverable	The client will be provided an electronic copy of the valuation certificate.
Complaint Handling	Available on request
RERA Standards	We confirm that we are fully registered with Dubai Land Department & Real Estate Regulatory Agency (RERA)
Liability	The maximum liability per one assignment is limited to the maximum of 2 x times the fee set above under "Fee Quote".
Third Party Liability	Only to the Client
Dispute	DIFC Courts

Terms of Business & Assumptions (TOB)

Introduction:

The foundational assumptions forming the basis of our valuation are detailed in these Terms of Engagement and in the attached Archers MENA Valuation Services LLC – Terms of Business & Assumptions, shortened to "TOB".

We kindly request a thorough review of the "TOB" document, as it constitutes an integral component of our contractual agreement. Specifically, take note of the exclusions and limitations of liability outlined in Section 4, clause 4, which includes a capped liability of 2x times (two times) the fee for this instruction.

In the event of any conflict between the Terms of Engagement and the Archers MENA "TOB", the Terms of Engagement shall take precedence.

Your acknowledgment of receipt and confirmation of your agreement to the contents of these Terms of Engagement is greatly appreciated. Kindly signify your acceptance by signing and returning the enclosed copy along with the appended Archers MENA "TOB".

1.0 Preliminary:

1.1 In these Standard Terms of Business ("Standard Terms"), "Archers MENA Valuation Services LLC" is denoted as "we," "us," or "our," while the client with whom we contract for services is referred to as "you" and "your."

1.2 Our commitment is exclusively to you, and we shall execute our services with the reasonable care, skill, and diligence expected of competent and duly qualified professionals in the relevant disciplines. We will act in good faith at all times. Your contractual relationship lies with Archers MENA Valuation Services LLC.

No officer, director, employee, member, or consultant of Archers MENA Valuation Services LLC directly contracts with you or assumes legal responsibility to you personally regarding work carried out on behalf of our company.

1.3 All correspondence and outputs sent to you within the scope of our Agreement shall be treated as having been dispatched on behalf of "Archers MENA" Valuation Services LLC.

1.4 Our services and fees align with the details provided in our Email Correspondence (the "Correspondence," along with these Standard Terms, collectively forming the "Agreement").

1.5 The terms within our Agreement are binding between you and us, subject to mutual agreement and acceptance in writing by each of our authorized signatories. Should you issue an existing Terms of Engagement, Engagement Contract or a purchase order ("PO") with terms inconsistent with this Agreement after acceptance, those inconsistent terms will be rendered null and void.

2.0 Charges & Expenses

2.1 In the case of a significant change in the scope of work from the original instructions, we shall mutually agree upon additional or alternative fee arrangements in writing before commencing additional work.

Unless explicitly stated otherwise in the Letter, you are responsible for all reasonable, pre-approved out-of-pocket expenses, including, but not limited to, Arabic translations, courier charges, travel costs, and overnight accommodation. Expenses may be invoiced from the Archers MENA entity incurring them.

2.2 For services involving marketing materials or arrangements, we will obtain cost estimates and seek your agreement before incurring such costs.

2.3 All fees quoted in our Proposal are exclusive of Value-Added Tax (VAT), withholding tax, and any other applicable government tax ("Taxes"), charged at the prevailing rate. Archers MENA is responsible for its own corporate tax. Introducing new taxes may prompt their addition to the service fees in the Agreement. VAT and/or other applicable tax shall also be payable by you on disbursements and other amounts due.

2.4 Upon termination of our Agreement for any reason, we retain the right to charge for work completed (even if incomplete) in line with the agreed fee basis or any subsequently agreed variations.

3.0 Payment

3.1 Refer to page 2 – "Payment Terms".

3.2 In the event of satisfactory fulfillment of the scope of work, payment for services rendered is required, irrespective of your agreement or disagreement with the expressed opinions in the work.

3.3 For services relating to properties across multiple locations, offices across United Arab Emirates, countries or jurisdictions, we reserve the right to issue relevant invoices from the location our office is deemed most suitable invoice.

3.4 Payments to us must be made without any deduction, withholding, set-off, or counterclaim. We retain the right to deduct from any funds held on your behalf.

3.5 Reasonable market rate debt collection costs incurred in the recovery of outstanding payments may be charged by us.

Terms of Business & Assumptions (TOB)

4.0 Liability

4.1 All information supplied to us by you or your representatives, whether previously or in the future, is presumed to be complete and accurate unless explicitly stated otherwise.

4.2 Under this Agreement, neither party shall be liable to the other for:

4.3 Any indirect, special, or consequential loss or damage, whether in contract, tort, negligence, or otherwise; or Loss of profits, contracts, revenue, increased costs and expenses, or wasted expenditure, whether direct or indirect.

4.4 Our maximum aggregate liability arising from or in relation to this Agreement (in contract, tort, negligence, or otherwise) shall not exceed 2x times (two times) the fee received for this instruction.

4.5 Our liability for any delay or failure to provide services in accordance with this Agreement is limited in instances where such delay or failure is caused solely by you or a third party for whom you are responsible. In cases where multiple parties share liability, our responsibility is constrained to the proportionate share of loss reasonably attributable to us.

4.6 Both parties are prohibited from bringing any claim related to this Agreement (in contract, tort, negligence, or otherwise) against any employee of the other party in a personal capacity. This restriction does not limit or exclude a party's liability as an entity for the acts or omissions of its individuals.

4.7 Nothing in this Agreement shall exclude or limit a party's liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any claim that cannot be restricted by law.

5.0 Quality Assurance

5.1 Our commitment to enhancing client satisfaction and pursuing continual improvement underscores our dedication to delivering a top-tier professional service.

5.2 Should you perceive any deviation from our self-imposed high standards, we encourage you to communicate your concerns in writing. This enables us to address any discrepancies in good faith.

Correspondence should be confidentially addressed to the Managing Director and mailed to:
rus.kolinko@archersMENA.com

5.3 Our Complaints Procedure, aligned with the Rules of Conduct set forth by the Royal Institution of Chartered Surveyors ("RICS"), entails a thorough investigation of all received complaints. A written copy of our Complaints Procedure is available upon request.

6.0 Documents

6.1 Unless explicitly stated otherwise in our Letter, all intellectual property rights in all reports, drawings, accounts, and other documentation created, prepared, or produced by us (the "Documents") in relation to our Agreement belong to "Archers MENA Valuation Services LLC".

6.2 You are prohibited from including the whole or any part of the Documents in a prospectus, offering document, or other external publication without our written consent. If consent is granted, you agree to provide us with complete copies of the proposed format and proceed only after our written approval of the proposed use and format.

7.0 Termination

7.1 Our services and this Agreement will terminate under the following conditions:

- i. The services have been completed;
- ii. By mutual agreement;
- iii. If either party ceases trading, becomes insolvent, or has a receiver, liquidator, or administrator appointed;
- iv. If force majeure circumstances apply; or
- v. If either party becomes subject to any sanction or order making it illegal or contrary to the other party's interests to continue working together.

7.2 Either party may terminate this Agreement:

- i. By written notice if the other party breaches any material terms, and if the breach is remediable, fails to remedy it within 15 days of receiving written notice;
- ii. Without cause, by giving 45 days' written notice of termination.

7.3 Upon termination under any of the above clauses, you shall pay us all sums (including fees, charges, and expenses) due for services provided and expenses incurred before termination.

Each party acknowledges the other party's entitlement to terminate the Agreement under this clause 7 in accordance with applicable laws and without the need for a court order.

Force Majeure

A "Force Majeure Event" refers to any event beyond the reasonable control of either party that affects its ability to fulfill obligations (other than payment) under this Agreement. Examples include epidemics, pandemics (including government or regulatory measures in response), natural disasters, terrorist attacks, civil commotion or riots, war, threat of war, nuclear, chemical, or biological contamination, government or public authority actions (including travel restrictions), building collapse, fire, explosion, accident, and labor or trade disputes, strikes, industrial action, or lockouts.

Terms of Business & Assumptions (TOB)

If a party is unable to perform its obligations due to a Force Majeure Event, it shall not be considered in breach of the Agreement. This clause does not exempt you from your obligation to pay fees, charges, and expenses for services already provided.

The affected party must promptly notify the other party of the Force Majeure Event and its impact on its ability to fulfill contractual obligations. The affected party must make reasonable efforts to minimize the impact of the Force Majeure Event on its obligations.

If the affected party is unable to perform its obligations for over 30 continuous days due to a Force Majeure Event:

- The affected party may suspend performance until it can reasonably resume; or
- If suspension is impractical, the parties may mutually agree to terminate the Agreement.

Change in Law

In the event of a legislative or regulatory change ("Change in Law") materially affecting our service performance, we may notify you of such change. Together, we will assess the impact and agree on a reasonable procedure to manage it.

This clause applies when additional costs or delays incurred due to a Change in Law directly relate to our service performance.

If a Change in Law affects us, we will strive to mitigate its impact and seek your cooperation and assistance as needed.

Relationship of the Parties:

This Agreement does not establish a partnership, joint venture, or employer-employee relationship between the parties. The authorized signatory has the full authority to execute the Agreement, and neither party can bind or represent the other without explicit agreement.

While third parties may not enforce the terms, "Archers MENA" liability to them, if required by law, is limited as per clause 4.

Assignment & Subcontracting

We may engage subcontractors, including affiliates or approved third parties, to assist in delivering our services without requiring prior written consent, provided they are bound by equivalent contractual obligations. You will be notified of any material changes to subcontracting arrangements. Assignment or transfer of rights or obligations to an affiliate requires written notice, while transfer to a third party requires prior written consent.

Insurance & Safety

Both parties shall independently maintain necessary and appropriate insurance policies, at their own expense, considering their respective obligations and liabilities under this Agreement. The insurance policies should be readily available in the insurance market under reasonable commercial terms.

We possess professional indemnity, public liability, office, and worker's compensation insurance, and detailed information can be provided upon request.

You undertake to supply personal protective equipment to our personnel, who, at your request, visit any construction sites or premises related to this Agreement or owned by you.

Confidentiality

All conversations, advice, and documents exchanged between us shall remain confidential unless mutually agreed otherwise.

Information that is public, already known to us, or provided by a third party (not in violation of confidentiality obligations) is not considered confidential. In case of a conflict between the terms of this clause and a separate non-disclosure or confidentiality agreement, the latter shall prevail.

Neither party shall release any public statements or materials related to the services or this Agreement without the written consent of the other. However, we may include your name in our client list with a brief description of the project and a photo in our track record, if this is deemed reasonable or suitable from time to time, and subject to the profile of the client or the sensitivity of the instruction carried out.

Applicable Law

This Agreement shall be governed by the laws of the United Arab Emirates, without considering conflict of law principles. Disputes will be initially resolved through good faith negotiation. Unresolved matters will be exclusively referred to arbitration administered in DIFC - Small claims tribunal, using English as the arbitration language.

General

The provisions of this Agreement are binding on successors, permitted assigns, and legal representatives of each party.

Both parties warrant compliance with necessary rights, licenses, and consents throughout the Agreement's term. Personal data processing complies with applicable data protection and privacy legislation.

Data Protection

Archers MENA complies with all applicable Data Protection Laws, processing Personal Data per the Controller's instructions with strict security and confidentiality measures. Sub-Processors are engaged under equivalent safeguards, with prior notice and the Controller's right to object. We assist with compliance, regulatory requests, and breach notifications, reserving the right to reject unlawful instructions. Upon termination, data is securely deleted or returned per legal retention requirements. Audits are permitted at the Controller's cost, with liability limited to verified breaches. All data transfers comply with legal requirements.

Basis of Value & Definitions

Our Terms of Engagement shall specify the basis of valuation, which will be as per the definitions contained in the RICS Valuation – Global Standards (“The Red Book”) listed below:

Market Value (MV): “The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.”

The definition of Market Value shall be applied in accordance with the following conceptual framework:

“The estimated amount...” Refers to a price expressed in terms of money payable for the asset in an arm’s-length market transaction. Market Value is the most probable price reasonably obtainable in the market on the valuation date in keeping with the Market Value definition. It is the best price reasonably obtainable by the seller and the most advantageous price reasonably obtainable by the buyer. This estimate specifically excludes an estimated price inflated or deflated by special terms or circumstances such as atypical financing, sale and leaseback arrangements, special considerations or concessions granted by anyone associated with the sale, or any element of Special Value.

“An asset or liability should exchange...” Refers to the fact that the value of an asset or liability is an estimated amount rather than a predetermined amount or actual sale price. It is the price in a transaction that meets all the elements of the Market Value definition at the valuation date.

“... on the date of valuation...” Requires that the estimated Market Value is time-specific as of a given date. Because markets and market conditions may change, the estimated value may be incorrect or inappropriate at another time. The valuation amount will reflect the market state and circumstances as at the valuation date, not those at any other date.

“... between a willing buyer...” Refers to one who is motivated, but not compelled to buy. This buyer is neither over-eager nor determined to buy at any price. This buyer is also one who purchases in accordance with the realities of the current market and with current market expectations, rather than in relation to an imaginary or hypothetical market that cannot be demonstrated or anticipated to exist. The assumed buyer would not pay a higher price than the market requires. The present owner is included among those who constitute ‘the market’. A Valuer must not make unrealistic assumptions about market conditions or assume a level of Market Value above that which is reasonably obtainable.

“... and a willing seller...” Is neither an over-eager nor a forced seller prepared to sell at any price, nor one prepared to hold out for a price not considered reasonable in the current market. The willing seller is motivated to sell the asset at market terms for the best price attainable in the open market after proper marketing, whatever that price may be. The factual circumstances of the actual owner are not a part of this consideration because the willing seller is a hypothetical owner.

“In an arm’s-length transaction...” Is one between parties who do not have a particular or special relationship e.g., Parent and subsidiary companies or landlord and tenant, that may make the price level uncharacteristic of the market or inflated. The Market Value transaction is presumed to be between unrelated parties each acting independently.

“After proper marketing...” Means that the asset would be exposed to the market in the most appropriate manner to effect its disposal at the best price reasonably obtainable in accordance with the Market Value definition. The method of sale is deemed to be that most appropriate to obtain the best price in the market to which the seller has access. The length of exposure time is not a fixed period but will vary according to the type of asset and market conditions. The only criterion is that there must have been sufficient time to allow the asset to be brought to the attention of an adequate number of market participants. The exposure period occurs prior to the valuation date.

“...wherein the parties had each acted knowledgeably, prudently...” Presumes that both the willing buyer and the willing seller are reasonably informed about the nature and characteristics of the asset, its actual and potential uses and the state of the market as of the valuation date. Each is further presumed to use that knowledge prudently to seek the price that is most favorable for their respective positions in the transaction. Prudence is assessed by referring to the state of the market at the valuation date, not with benefit of hindsight at some later date. For example, it is not necessarily imprudent for a seller to sell assets in a market with falling prices at a price that is lower than previous market levels. In such cases, as is true for other exchanges in markets with changing prices, the prudent buyer or seller will act in accordance with the best market information available at the time.

“... and without compulsion” Establishes that each party is motivated to undertake the transaction, but neither is forced or unduly coerced to complete it. Market Value is the estimated exchange price of an asset without regard to the seller’s costs of sale or the buyer’s cost of purchase and without adjustment for any taxes payable by either party as a direct result of the transaction.

Basis of Value & Definitions

Market Rent: The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

The estimated amount excludes a rent inflated or deflated by special terms, considerations or concessions. The 'appropriate lease terms' are terms that would typically be agreed in the market for the type of property on valuation date between market participants. A valuation of Market Rent should only be provided in conjunction with an indication of the principal lease terms that have been assumed. The contract rent is the rent payable under the terms of an actual lease. It may be fixed for the duration of the lease or variable. The frequency and basis of calculating variations in the rent will be set out in the lease and must be identified and understood in order to establish the total benefits accruing to the lessor and the liability of the lessee.

Investment Value: The value of an asset to a particular owner or prospective owner for individual investment or operational objectives. Investment Value is an entity specific basis of value. Although the value of an asset to the owner may be the same as the amount that could be realized from its sale to another party, this basis of value reflects the benefits received by an entity from holding the asset and, therefore, does not involve a presumed exchange. Investment Value reflects the circumstances and financial objectives of the entity for which the valuation is being produced. It is often used for measuring investment performance.

As the definition implies, and in contrast to market value, this basis of value does not envisage a hypothetical transaction but is a measure of the value of the benefits of ownership to the current owner or to a prospective owner, recognizing that these may differ from those of a typical market participant. It is often used to measure performance of an asset against an owner's own investment criteria. Differences between the Investment Value of an asset and its Market Value provide the motivation for buyers or sellers to enter the market place.

Fair Value (the definition adopted by the International Accounting Standards Board (IASB) in IFRS 13) is: "The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date."

The objective of a Fair Value measurement is to estimate the price at which an orderly transaction to sell the asset or to transfer the liability would take place between market participants at the measurement date under current market conditions. It is thus sometimes referred to as a 'mark to market'. References in IFRS 13 to market participants and a sale make it clear that for most practical purposes the concept of Fair Value is consistent with that of Market Value, and so there would ordinarily be no difference between them in terms of the valuation figure reported.

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